

### **REMARKS**

In the Office Action mailed April 14, 2006,<sup>1</sup> the Examiner rejected claims 1, 10, 11, 16, 19, 28, 29, 32, 33, 35, 44 and 45 under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent Publication No. 2005/0021783 to Ishii ("*Ishii*"); and rejected claims 2-9, 12-15, 17, 18, 20-27, 30, 31, 34, and 36-43 under 35 U.S.C. § 103(a) as being unpatentable over *Ishii* in view of U.S. Patent Publication No. 2004/0181490 to Gordon et al. ("*Gordon*").

Applicants have amended claims 1-18, 20-32, and 34-44 to improve readability. Claims 1-45 remain pending in the above-captioned patent application.

At the outset, Applicants respectfully note that at page 2 of the Office Action, claims 1, 10, 11, 16, 19, 28, 29, 32, 33, 35, 44 and 45 are rejected under 35 U.S.C. § 102(e) as being anticipated by *Ishii*. At page 3, however, the Examiner apparently acknowledges that *Ishii* does not teach the claimed "using a URL address of digital content on a server system," but relies on *Gordon* for such teachings. Thus, the Examiner appears to be combining two references, *Ishii* and *Gordon*, in formulating the rejection of claims 1, 10, 11, 16, 19, 28, 29, 32, 33, 35, 44 and 45. Accordingly, Applicants assume that the Examiner intended to reject these claims under 35 U.S.C. § 103(a) as being unpatentable over *Ishii* in view of *Gordon*.

Applicants respectfully traverse the Examiner's rejection of claims 1, 10, 11, 16, 19, 28, 29, 32, 33, 35, 44 and 45, and submit that neither reference teaches or suggests each and every element of these claims. For example, neither *Ishii* nor *Gordon* teaches

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<sup>1</sup> The Office Action may contain statements characterizing the related art, case law, and claims. Regardless of whether any such statements are specifically identified herein, Applicants decline to automatically subscribe to any statements in the Office Action.

or suggest a method of accessing licensed digital content that, for example, “examin[es] the licensing information to confirm that the content is licensed to be provided by a source identified by the URL address of the content,” as recited in independent claim 1.

The Examiner alleges that step S47 in Figure 8 of *Ishii* constitutes “examining the licensing information to confirm that the content is licensed to be provided by a source identified by the address of the content [signatures of license and content are valid, S47 of fig. 8; 0093].” (Office Action at 3.) The cited portions of *Ishii*, however, merely disclose “verif[y]ing the digital signature included in the header of the content and the digital signature in the license with the public key of the license server 4” to “prove[] that the digital signature is valid.” *Ishii*, para. 0093. Such verifying does not constitute an examination of licensed content itself. In addition, neither the digital signature in the license nor the public key of the license server of *Ishii* identify the URL address of the content. As such, the cited portion of *Ishii* does not teach or suggest a method of accessing licensed digital content that, for example, “examin[es] the licensing information to confirm that the content is licensed to be provided by a source identified by the URL address of the content” (emphasis added), as recited in independent claim 1.

*Ishii* also discloses that each license may be configured with a license ID, time stamp, expiration date, attribute condition, usage rule, and digital signature. *Ishii*, para. 0069; Figure 7. The above-noted items that may comprise each license do not indicate the source by which content is to be provided, let alone indicate that the source is identified by the URL address of the content. *Ishii* thus fails to disclose the claimed “examining the licensing information to confirm that the content is licensed to be

provided by a source identified by the URL address of the content,” as recited in independent claim 1 for this reason also.

Moreover, *Ishii* discloses that when the user wants to obtain content data, the license server “sends the client 1 the content list including content information, such as the content ID, the URL for downloading the content, the content name, the artist name, and the genre of each piece of the extracted content.” *Ishii*, para. 0115. Though *Ishii* discloses sending the URL for downloading the content to obtain content data, the URL for downloading the content is merely sent by the license server and is not part of the license itself. Because the URL for downloading the content is not part of the license, the URL is not “licensing information,” as recited in independent claim 1. Accordingly, even assuming that the URL for downloading the content discussed at para. 0115 of *Ishii* indicates how the content is obtained (and Applicants do not agree that it does), *Ishii* still fails to teach or suggest the claimed “examining the licensing information,” and therefore, does not disclose a method of accessing licensed digital content that, for example, “examin[es] the licensing information to confirm that the content is licensed to be provided by a source identified by the URL address of the content,” for this additional reason.

At least for the reasons noted above, *Ishii* fails teach or suggest a method of accessing licensed digital content that, for example, “examin[es] the licensing information to confirm that the content is licensed to be provided by a source identified by the URL address of the content,” as recited in independent claim 1. *Ishii*, therefore, does not disclose each and every limitation of independent claim 1.

*Gordon* also fails to disclose a method of accessing licensed digital content that, for example, “examin[es] the licensing information to confirm that the content is licensed to be provided by a source identified by the URL address of the content,” as recited in independent claim 1, nor does the Examiner rely on *Gordon* for such teachings. Thus, because *Ishii* and *Gordon*, whether taken alone or in combination, do not disclose each and every claim limitation, the rejection with respect to independent claim 1 should be withdrawn.

Independent claims 19, 33, and 45, while of different scope, recite subject matter similar to that of independent claim 1. Independent claims 19, 33, and 45, therefore, are allowable at least for reasons discussed above in regard to independent claim 1. In addition, claims 10, 11, 16, 28, 29, 32, 35, and 44 are allowable at least based on their respective dependence from allowable independent claims 1, 19, and 33.

Applicants respectfully traverse the rejection of claims 2-9, 12-15, 17, 18, 20-27, 30, 31, 34, and 36-43 under 35 U.S.C. § 103(a) based on *Ishii* and *Gordon*.

The Examiner alleges that *Gordon* teaches “comparing the URL pattern referenced in the licensing information with the URL address of the content”; “confirming that the content is licensed by determining that the URL pattern referenced in the licensing information corresponds to the URL address of the content”; “the URL pattern referenced in the licensing information corresponds to the URL address of the content when the URL pattern matches the URL address of the content”; “responding to a URL pattern referenced in the licensing information that corresponds to the URL address of the content by directing a client system to process and render the content”; “that the licensing information further includes information about a feature of the content that is

enabled or disabled”; and “that the URL pattern referenced in the licensing information indicates one or more URL addresses of licensed content.” (Office Action at 5-8.) Such teachings, however, even if present in *Gordon*, fail to teach or suggest a method of accessing licensed digital content that, for example, “examin[es] the licensing information to confirm that the content is licensed to be provided by a source identified by the URL address of the content,” as recited in independent claim 1.

*Gordon*, therefore, in addition to the reasons discussed above, fails to overcome the above-noted shortcomings of *Ishii*. Thus, claims 2-9, 12-15, 17, 18, 20-27, 30, 31, 34, and 36-43 are allowable at least due to their corresponding dependence from independence claims 1, 19, and 33.

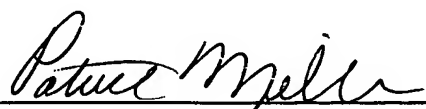
In view of the foregoing amendments and remarks, Applicants respectfully request reconsideration and reexamination of this application and the timely allowance of the pending claims.

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 06-0916.

Respectfully submitted,

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By:   
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